



**POVERTY POINT RESERVOIR STATE PARK
MARINA SLIP RENTAL AGREEMENT**

Name _____ Slip # _____

BE IT KNOWN that on the date listed below, this Agreement is entered into by and between the Louisiana Office of State Parks and the Boat Owner as further described and defined below.

1. BOAT OWNER INFORMATION

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Business Phone: _____ Fax: _____
Home Phone: _____ Email Address: _____
Cell Phone: _____

Vessel's Owner's Name & Address (If different from person renting slip)

Type of Boat: _____ Make: _____
Year: _____ Length: _____ Motor Make & Model: _____
Boat Registration No. _____ H.I.D. _____

2. DEFINITIONS

For purposes of this agreement, the following terms shall have the meanings ascribed herein:

“State” – The Louisiana Office of State Parks, an agency of the State of Louisiana that owns and operates recreational sites including the Poverty Point Reservoir State Park.

“Boat Owner” – The individual who is the party to this agreement and therefore bound by all terms of this agreement. That party may not be the actual owner of the boat that is permitted to moor at the marina.

“Slip” – One of forty-eight available spaces designed for the mooring and storage of a single boat. The slips are located on a permanent pier on the west side of the Poverty Point Reservoir. Each slip is twelve feet wide, twenty-two feet long (12' x 22') and is equipped with water and electrical connections. The slips are sheltered, but are not equipped with hoists.

“Boat” – The properly registered vessel permitted to be moored in the slip. This vessel is described on the Boat Owner's lottery application form and on the first page of this agreement. The boat may not exceed 24 feet in length and must have a bilge pump with an automatic bilge pump switch.

3. SCOPE

Subject to all terms and conditions contained herein, the State agrees to permit Boat Owner to moor his Boat in Slip Number _____ at the Poverty Point Reservoir State Park Marina Complex. The State will provide Boat Owner with a Resident Boat Permit which the Boat Owner agrees to display on the Boat. The State will also provide the Boat Owner with a card that will allow access to the Marina through the automatic gate at the South entrance of the park.

4. TERM

This Agreement shall commence on the ____ day of _____, 20 ____ and shall terminate on _____ 20____.

5. COST

Check one:
_____ Boat Owner will not spend the night on his boat in the slip. The Boat Owner will pay a rate of \$50/month for a 12 month total of cost of \$600.00, which amount is due in its entirety upon execution of this agreement.
_____ Boat Owner will have the option of spending the night on his boat in the slip. The Boat Owner will pay a rate of \$100/month for a 12 month total cost of \$1,200.00.

The use of water and electricity is included in rental rate.

The Boat Owner will incur additional charges under the following circumstances: (a) Restitution to the State for damage to State property caused by the Boat Owner, his invitees, or his Boat; (b) Restitution to the State for expenses incurred relating to pumping water out of a sinking boat or recovering a boat that has sunk; (c) Restitution to the State for expenses incurred to properly moor an improperly moored Boat; (d) Restitution to the State for expenses incurred to clean up improperly discharged or spilled sewerage, oil, gas, refuse, or other debris; (e) Payment for the State's proper pumping out of the Boat's sewerage. The State is not obligated to perform the services described in (b), (c) and (d).

6. PAYMENT TERMS

Payment for the entire term must be paid in full, in advance, by check or money order payable to the Poverty Point Reservoir State Park or by credit card. Payment shall be due upon execution of this agreement.

State will bill the Boat Owner for restitution charges listed above. Payment is due when services are rendered or upon the Boat Owner's receipt of notice of the charges incurred.

7. COMPLIANCE

Boat Owner agrees to comply with all federal, state, and local laws and ordinances, including all boater safety provisions, fishing regulations, public health and environmental safety requirements, and all rules, regulations and policies of the Office of State Parks. Boat Owner is responsible for ensuring that his invitees abide by these provisions. The State will provide Boat Owner with a copy of the agency's rules and policies.

8. NON-ASSIGNMENT

The Boat Owner shall not assign, transfer, or sublet the privileges granted under this agreement. However, if the Boat Owner acquires a new vessel, he may request permission from the State to designate the new vessel as his Boat. The State will not unreasonably deny such a transfer. Boat Owner must demonstrate that the vessel is properly registered, a maximum of twenty-four feet in length, and complies with all applicable laws and terms of this contract. Upon the State's approval of the transfer, the State will issue the Boat Owner a new Resident Boat Permit to display on the Boat.

The Boat Owner is responsible for controlling the use of his Access Card to the marina. If lost, there will be an additional charge to replace said card.

9. LIABILITY AND INSURANCE

State assumes no responsibility, custody nor control over the Boat or any of the Boat Owner's property. State shall not be liable to Boat Owner or to Boat Owner's employees, agents, or invitees for any injury or damage to person or property caused by any act or failure to act of State or by the act of any other Boat Owner or party, or due to the piers or boat stalls or other State property being improperly constructed or becoming out of repair. Boat Owner accepts the Slip as suitable and waives any defects therein and agrees to hold State harmless from liability or injury. Neither is the State liable for loss of, or damage to Boat Owner's boat or other personal property due to fire, theft, rain storm, electrical surge or malfunction, or Acts of God or due to acts or omissions, carelessness, or negligence of State, its employees or contractors, whether similar or dissimilar, except the gross negligence or intentional acts of State.

Boat Owner will present to State a copy of an insurance certificate or insurance policy demonstrating that the Boat is insured, with full marine and liability coverage, with limits no less than \$100,000. Boat Owner's insurer shall have no subrogation rights against State for any loss sustained by Boat Owner or his invitees or agents in or about the Slip or the state park.

There are numerous open and obvious risks associated with the activities permitted herein, and those risks are assumed by the Boat Owner and his invitees and agents. Boat Owner enters into this agreement at his peril and has waived any warranty of fitness of the State's property and accepts same as is, where is, and with all faults.

10. HOISTS

Boat Owner may install an approved hoist for the Slip (e.g. Poly Lift or Float Air Hoists) if the type of hoist is approved in advance by the State; the hoist is installed by a professional, insured installer; the installation will not remove any part of or damage the Slip; and the power unit of the hoist is installed on the finger of the dock adjacent to Boat Owner's Slip (i.e. not in the walkway).

11. NO ALTERATION

Neither the Boat Owner, his invitees, or contractors shall construct or alter the Slip, piers or any other State property. Neither the Boat Owner nor his invitees or contractors shall place large items of personal property (e.g. gear lockers, dinghies) on the pier.

12. MOORING

The Boat Owner shall properly moor and bumper his Boat, with a minimum of four (4) mooring lines, each line ½ inch in diameter. The main lines must be attached to the mooring rings on the Slip, and the Boat Owner has the option of attaching a spring lines to the posts on each side. Tires may not be used as fenders. Although the State has no obligation to do so, if the State notices the Boat is improperly moored, the State may, at its option, install proper mooring. The Boat Owner shall be responsible for all costs associated therewith.

13. SINKING BOATS

Boat Owner shall ensure that his Boat is pumped free of water and is not in danger of sinking. Although the State has no responsibility to do so, the State may, at its option, pump water from the Boat if it is sinking. Boat Owner agrees to reimburse the State for any expenses associated with said pumping.

Although the State has no responsibility to do so, the State may, at its option recover a sunken Boat. Boat Owner agrees to reimburse State for any expenses associated with said recovery.

14. SEWERAGE PUMPOUT; DISCHARGE

Boat Owner shall ensure that all sewerage, oil, gas, refuse or other debris is disposed of properly. State will provide sewerage pump-out services for a reasonable fee. If the Boat Owner utilizes the State’s pump-out facilities without the State’s assistance, such use will be at the Boat Owner’s risk. In the event Boat Owner or his invitees or agents causes or allows discharge of any sewerage, oil, gas, refuse or other debris, the Boat Owner is responsible for any expenses associated with cleaning or restoration.

15. REMOVAL; STORAGE

Under reasonable circumstances, State may remove Boat from its Slip. Boat Owner agrees that State is not liable for loss, damage, or deterioration of or to Boat or any of the Boat Owner’s property due to said removal and/or storage. Boat Owner does release and discharge State from all losses, damages, claims and causes of action related thereto. Boat Owner will reimburse State for any expenses associated with said removal and storage.

16. TERMINATION

This Agreement may be terminated by the State for Cause, by mutual written agreement by the State and the Boat Owner, by significant damage or destruction of the slip, or by expiration of the term of this Agreement.

The State may terminate this Agreement for cause based on the failure of the Boat Owner to comply with the terms of the Agreement, including the failure to comply with the rules and regulations of the Office of State Parks or the failure of the Boat Owner to make the payments described in Part 5, in accordance with the terms described in Part 6. No refunds will be provided to the Boat Owner if this Agreement is terminated for cause. State will provide Boat Owner written notice of termination at the Boat Owner’s address provided in this document.

The State and the Boat Owner may agree in writing to terminate this Agreement for the convenience of both parties.

In the event of loss or substantial damage to the Marina, State may cancel this Agreement or, at the State’s option, may reassign the Boat Owner another comparable slip, if available.

If the Boat Owner has not removed the Boat by the date of termination, Boat Owner will be charged 125% of the daily rate until his Boat is removed from the park. State may, at its option, remove the Boat in accordance with Clause #15 herein.

17. NON-WAIVER

Failure of State to enforce any provision in this Agreement or in the rules shall not be a waiver of State’s right to enforce the same provisions or any other provisions of this Agreement or rules.

18. VENUE

This Agreement shall be construed under and in accordance with the laws of the State of Louisiana. The venue for any dispute arising hereunder shall be resolved in the 19th Judicial District, East Baton Rouge Parish.

THEREFORE, it is agreed that Boat Owner has read, understands, and agrees to abide by all provisions contained in this Agreement. Boat Owner has reviewed and verified that all information provided to the State is correct.

Signature of Boat Owner

Signature
Assistant Secretary, Louisiana State Parks

Printed Name of Boat Owner

Date

Date



4/10/03